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Tarrant County Texas

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AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the 14th day of April 2005, O, D, Lively, as Lessor, executed an Oil and Gas Lease in favor of Dale Resources, L.L.C., as Lessee, which is recorded at D205133792, Official Public Records of Tarrant County, Texas (the "Lease"), covering 6.02 acres, more or less, out of the G. W. Couch Survey, A-278, Tarrant County, Texas, as more particularly described therein (the "Land");

Whereas, XTO Energy Inc. a Delaware corporation, whose address is 810 Houston St., Fort Worth, Texas 76102, succeeded to the interest formerly owned by Dale Resources, L.L.C.;

Whereas, it is the desire of the parties hereto that the Lease be amended as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, as Lessor, and being the present owners of the oil, gas and other minerals in, on and under the Land covered by the Lease, and XTO Energy Inc., as Lessee, do hereby amend the Lease as follows:

The continuous operations time period provided for in Paragraph 5 of the Lease is hereby amended to reflect ninety days (90) in all places, rather than sixty (60) days as previously provided for in the Lease.

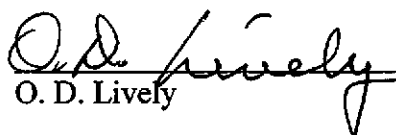
Lessor and Lessee hereby adopt, ratify and confirm the Lease as to all of the terms and provisions therein, and by this agreement, and for the same consideration, Lessor does hereby lease, grant, demise and let the interest of Lessor in the Land unto Lessee, and its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended by this agreement.

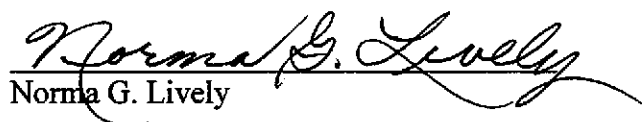
Except as amended by any prior recorded amendments of the Lease, if any, and by this agreement, the Lease is and remains in full force and effect as originally written.

This instrument may be executed as one document signed by all parties, or parties named herein may join by execution of a counterpart or ratification, with the same effect as if all parties executed this instrument. Executed signature and acknowledgement pages from different originals may be combined to form a single original instrument for recording purposes. The failure of any one or more persons to execute this instrument or a counterpart or ratification thereof shall not in any manner affect the validity of same as to the parties who do execute this instrument.

IN WITNESS WHEREOF, this Amendment is executed by the undersigned on the respective date(s) of acknowledgement below, but is effective as of April 14, 2005, the effective date of the Lease.

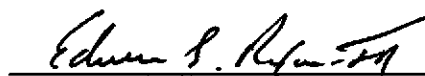

Lessor:


O. D. Lively


Norma G. Lively

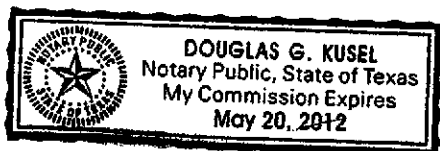
Lessee:

XTO Energy Inc.


Edwin S. Ryan, Jr. 
Senior Vice President—Land Administration

STATE OF TEXAS §
COUNTY OF Tarrant §

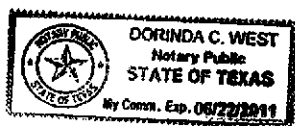
This instrument was acknowledged before me on the 4 day of June,
2009 by O. D. Lively and Norma G. Lively, husband and wife.



Douglas G. Kusel
Notary Public – State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8th day of June,
2009 by Edwin S. Ryan, Jr., Senior Vice President - Land Administration of XTO Energy Inc. a
Delaware Corporation, on behalf of said corporation.



Dorinda C. West
Notary Public – State of Texas